

# REQUEST FOR PROPOSAL



Department of Executive Services  
Finance and Business Operations Division  
Procurement and Contract Services Section  
206-684-1681 TTY Relay: 711

DATE ADVERTISED: **August 31, 2006**

RFP Title: **Solid Waste Division Recycling and Environmental Services Contract**

Requesting Dept./ Div.: **King County Department of Natural Resources & Parks – Solid Waste Division**

RFP Number: **146-06RLD**

Due Date: **September 28, 2006 – no later than 2:00 P.M.**

Buyer: **Roy L. Dodman, [roy.dodman@metrokc.gov](mailto:roy.dodman@metrokc.gov), (206) 263-4267**

## Pre-Proposal Conference:

A conference to discuss questions related to this RFP shall be held at **10:00 a.m. on September 19, 2006**, in Conference Room 8A on the 8<sup>th</sup> Floor of the Exchange Building, 821 Second Avenue, Seattle, WA 98104.

Sealed Proposals are hereby solicited and will **ONLY** be received by

**King County Procurement Services Section  
Exchange Building, 8<sup>th</sup> Floor  
821 Second Avenue  
Seattle, WA 98104-1598**

Office Hours - 8:00 a.m. - 5:00 p.m.  
Monday - Friday

## **SUBMITTERS MUST COMPLETE AND SIGN THE FORM BELOW (TYPE OR PRINT)**

Company Name		
Address		City/State/Zip Code
Signature	Authorized Representative / Title	
E-mail	Phone	Fax
Prime Proposer SEDB Certification number (if applicable - see Section II, <a href="#">Part 10</a> of this RFP)		
Sub-Consultants SEDB Certification numbers (if applicable)		

This Request for Proposal will be provided in alternative formats such as Braille, large print, audio cassette or computer disk for individuals with disabilities upon request.

If you received or downloaded this document in .pdf format, a MS Word copy may be obtained by contacting the buyer listed above. This MS Word document will be transmitted by e-mail.

Sealed proposals are hereby solicited and will be received only at the office of the King County Procurement Services Section at 821 Second Avenue, 8<sup>th</sup> Floor, Seattle, Washington, 98104 no later than 2 p.m. on the date noted above regarding a *Solid Waste Division Recycling and Environmental Services Contract* for the *King County Department of Natural Resources & Parks – Solid Waste Division*. These services shall be provided to King County in accordance with the following and the attached instructions, requirements, and specifications.

Submittal: King County requires the Proposer to sign and return *this entire Request for Proposal (RFP) document*. The Proposer shall provide *one unbound original and four (4) copies* of the proposal response, data or attachments offered, for *five (5) items* total. The original in both cases shall be noted or stamped "Original".

Pre-Proposal Conference: A conference to discuss questions related to this RFP shall be held at 10:00 a.m. on Tuesday, September 19, 2006, in Conference Room 8A on the 8<sup>th</sup> Floor of the Exchange Building, 821 Second Avenue, Seattle, WA 98104. See link for driving instructions.

<http://metrokc.gov/procurement/contact/findus.aspx>.

Questions: After the Pre-Proposal Conference, Proposers will be required to submit any further questions in writing prior to the close of business Wednesday, September 20, 2006 in order for staff to prepare any response required to be answered by Addendum. Questions are best received and most quickly responded to when sent via e-mail directly to the following King County procurement personnel: *Primary* – Roy L. Dodman, Senior Buyer [roy.dodman@metrokc.gov](mailto:roy.dodman@metrokc.gov) / *Secondary* – Cathy Betts, Buyer [cathy.betts@metrokc.gov](mailto:cathy.betts@metrokc.gov). Questions may also be sent via fax or mail to the address above.

## **SECTION I – GENERAL INFORMATION**

- A. King County is an Equal Opportunity Employer and does not discriminate against individuals or firms because of their race, color, creed, marital status, religion, age, sex, national origin, sexual orientation, or the presence of any mental, physical or sensory handicap in an otherwise qualified handicapped person.
- B. All submitted proposals and evaluation materials become public information and may be reviewed by appointment by anyone requesting to do so *at the conclusion* of the evaluation, negotiation, and award process. This process is concluded when a signed contract is completed between King County and the selected Consultant. Please note that if an interested party requests copies of submitted documents or evaluation materials, a standard King County copying charge per page must be received prior to processing the copies. King County *will not* make available photocopies of pre-printed brochures, catalogs, tear sheets or audio-visual materials that are submitted as support documents with a proposal. Those materials will be available for review at King County Procurement.
- C. No other distribution of proposals will be made by the Proposers prior to any public disclosure regarding the RFP, the proposal or any subsequent awards without written approval by King County. For this RFP all proposals received by King County shall remain valid for ninety (90) days from the date of submittal. All proposals received in response to this RFP will be retained.
- D. Proposals shall be prepared simply and economically, providing a straightforward and concise but complete and detailed description of the Proposer's abilities to meet the requirements of this RFP. Fancy bindings, colored displays and promotional materials are not desired. Emphasis shall be on completeness of content.
- E. King County reserves the right to reject any or all proposals that are deemed not responsive to its needs.
- F. In the event it becomes necessary to revise any part of this RFP, addenda shall be created and posted at the King County Procurement web site. Addenda will also be conveyed to those potential submitters providing an accurate e-mail address. If desired, a hard copy of any addenda may be provided upon request.
- G. King County is not liable for any cost incurred by the Proposer prior to issuing the contract.
- H. A contract may be negotiated with the Proposer whose proposal would be most advantageous to King County in the opinion of the King County Department of Natural Resources – Solid Waste Division, all factors considered. King County reserves the right to reject any or all proposals submitted.

- I. It is proposed that if a selection is made as a result of this RFP, a contract with a fixed price/prices will be negotiated. Negotiations may be undertaken with the Proposer who is considered to be the most suitable for the work. This RFP is primarily designed to identify the most qualified firm. Price and schedule will be negotiated with the "first choice" Proposer; negotiations may be instituted with the second choice and subsequent Proposer until the project is canceled or an acceptable contract is executed.
- J. This RFP shall be available for use by all King County Departments, Divisions and Agencies. If orders will be placed by the County's Transit Division, the Contractor will be required to sign and comply with the Federal Transit Administration's (FTA)'s required documentation. This RFP may also be used, as appropriate and allowed, by other governmental agencies and political sub-divisions within the State of Washington.
- K. The contents of the proposal of the selected Proposer shall become contractual obligations if a contract ensues. Failure of the Proposer to accept these obligations may result in cancellation of their selection.
- L. A contract between the Consultant and King County shall include all documents mutually entered into specifically including the contract instrument, the original RFP *as issued* by King County, and the response to the RFP. The contract must include, and be consistent with, the specifications and provisions stated in the RFP.
- M. News releases pertaining to this RFP, the services, or the project to which it relates, shall not be made without prior approval by, and then only in coordination with, the King County Department of Executive Services.
- N. King County Code 4.16.025 prohibits the acceptance of any proposal after the time and date specified on the Request for Proposal. There shall be no exceptions to this requirement.
- O. King County agencies' staffs are prohibited from speaking with potential Proposers about the project during the solicitation.

Please direct all questions to:

Roy L. Dodman / Senior Buyer  
(206) 263-4266  
[roy.dodman@metrokc.gov](mailto:roy.dodman@metrokc.gov)

or Cathy M. Betts / Buyer  
(206) 263-4267  
[cathy.betts@metrokc.gov](mailto:cathy.betts@metrokc.gov)

NOTE: Documents and other information is available in alternate formats for individuals with disabilities upon advance request by calling Mary Lou Allwine at 206-296-4210 or TTY711.

- P. Protest Procedure - King County has a process in place for receiving protests based upon either proposals or contract awards. If you would like to receive or review a copy, please contact the Buyer named on the front page of this document or call Procurement Services at 206-684-1681.
- Q. Term Service Requirement

If a contract is awarded based on this RFP, it may contain the following provision:

#### Contract Extension

The initial contract period will be for one (1) year from the start date of the contract. The term of the contract may be extended in one (1) year increments for two (2) additional one-year periods for a total contract duration of three (3) years, in accordance with the County's best interest and at the sole option of the County. Prices shall remain firm for the duration of the contract period. Reasonable price changes based on market conditions and price/cost analysis *may* be requested, if such escalations are based on changes in the U.S. Department of Labor, Bureau of Labor Statistics Consumer Price Index for All Urban Consumers ("CPI-U") for the Seattle-Tacoma-Bremerton Statistical Metropolitan Area for the preceding calendar year. You may obtain information about the CPI-U in general and the Seattle area in particular by visiting the United States Bureau of Labor Statistics web site at <http://www.bls.gov/cpi/>. In the event the CPI-U (or a successor or substitute index) is no longer published, a reliable government or other non-partisan index of inflation selected by the County shall be used to calculate any adjusted amounts. Requests for any such changes are to be made in writing to the Department of Natural Resources, and

approved by the County Executive or his/her designee. Any agreed-to change shall take effect at the time of the contract extension and shall remain in effect throughout the extension period. The parties hereto recognize that such changes could be increases or decreases in the prices; both parties are entitled to benefit from such price changes.

- R. Electronic Commerce and Correspondence. King County is committed to reducing costs and facilitating quicker communication to the community by using electronic means to convey information. As such, most Invitations to Bid and Requests for Proposal, as well as related exhibits, appendices, and issued addenda can be found on the King County Internet Web Site, located at <http://www.metrokc.gov/procurement>. Please refer to the "RFPs, RFQs & ITBs / New / Consultants" portion of the site (note: some documents or portions thereof may not be posted on the site. Please note any special messages regarding a particular solicitation). This information is posted at the Web Site as a *convenience* to the public, and is not intended to replace the King County process of formally requesting bid documents and providing the County with contact information for the potential proposer. Each proposer bears the responsibility to confirm the completeness and accuracy of all documents pertaining to a given solicitation, including the receipt of all issued addenda.

If a Proposer downloads a document from the Web Site and does not contact the Procurement Office to obtain a hard copy, the proposer *must* register with the County via the Procurement website. To register, access "Contact Us" on the left side of the screen, then "Vendor Registration". As this point you will need to submit complete information regarding your company and primary contact, as well as additional information you feel is relevant. Please note which document/documents were downloaded.

After proposals have been opened in public, the County will post a listing of the consultants submitting proposals at the King County Internet site. Please refer to the "RFPs, RFQs & ITBs / Awarded / Consultants" portion of the site for a listing, as well as a notification of a final award.

Unless otherwise requested, letters and other transmittals pertaining to this RFP will be issued to the e-mail address noted in our files, and after submittal, noted on the first page of this document. If other personnel should be contacted via e-mail in the evaluation of this proposal, or to be notified of evaluation results, please complete the information in the table below.

Contact Name	Title	Phone	E-mail address

- S. Washington State Public Disclosure Act (RCW 42.17) requires public agencies in Washington to promptly make public records available for inspection and copying unless they fall within the specified exemptions contained in the Act, or are otherwise privileged.
- T. Proposals submitted under this RFP shall be considered public documents and with limited exceptions proposals that are recommended for contract award will be available for inspection and copying by the public. King County may request an electronic copy of your proposal response at a later time for this purpose. This copy may be requested in MS Word format, and delivered either by e-mail or directly delivered on CD.

If a Proposer considers any portion of his/her proposal to be protected under the law, the Proposer shall clearly identify on the page(s) affected such words as "CONFIDENTIAL," "PROPRIETARY" or "BUSINESS SECRET." The Proposer shall also use the descriptions above in the following table to identify the effected page number(s) and location(s) of any material to be considered as confidential (attach additional sheets as necessary). If a request is made for disclosure of such portion, the County will determine whether the material should be made available under the law. If the material is not exempt from public disclosure law, the County will notify the Proposer of the request and allow the Proposer ten (10) days to take whatever action it deems necessary to protect its interests. If the Proposer fails or neglects to take such action

within said period, the County will release the portion of the Proposal deemed subject to disclosure. By submitting a Proposal, the Proposer assents to the procedure outlined in this paragraph and shall have no claim against the County on account of actions taken under such procedure.

Type of exemption	Beginning Page / Location	Ending Page / Location

- U. Proposers are urged to use recycled/recyclable products and both sides of paper for printed and photocopied materials, whenever practicable, in preparing responses to this RFP.
- V. During the solicitation process, King County strongly discourages the transmittal of Company information, brochures, and other promotional materials, other than address, contact and e-mail information, prior to the due date of proposals. Any pre-packaged material received by a potential proposer prior to the receipt of proposals shall not be reviewed by the County.
- W. Bid Identification Label: Please see the Bid Identification Label on the last page of this document.

## SECTION II – PROJECT SPECIFICATIONS AND SCOPE OF WORK.

### PART 1 – PURPOSE

The King County Solid Waste Division (the Division) is seeking a consulting firm or team of firms qualified in the fields of environmental education, marketing, advertising, and public relations. In addition, the firm(s) shall have the ability to secure public/private partnerships to develop and implement a broad range of programs and marketing strategies. The team shall promote programs within the Division by providing information to residents and businesses on waste prevention, recycling, and proper disposal of wastes, as well as helping to publicize the scheduling and availability of certain services, and promoting product stewardship principles amongst businesses and manufacturers. The Division's goal in combining these projects under one contract is to ensure that we deliver consistent and integrated messages to the public. The County reserves the right to extend the contract for two additional one-year terms to continue performing the same or similar work. Annual extensions shall depend, in part, on the quality of work performed to date, the need for continuing services, and the availability of funds.

The overall objectives of this contract are to:

- Design and/or implement strategies and programs for encouraging County residents and businesses to participate in waste reduction and recycling activities. Residents and businesses will be encouraged to use the Wastemobile, retail collection sites and recycling collection events, use alternatives to hazardous products and to practice waste prevention strategies. Businesses will be encouraged to incorporate product stewardship principles into their business operations and use retail collection opportunities.
- Recruit and secure partners such as other governmental agencies, retailers, manufacturers, and media organizations whenever feasible in order to further the reach of King County Solid Waste Division programs while controlling the Division's costs.

### PART 2 – BACKGROUND

The Solid Waste Division, **Recycling and Environmental Services (RES) section**, is part of the King County Department of Natural Resources and Parks (DNRP). The Department's mission is to enhance the quality of life by protecting water and land resources and safely disposing and reusing wastewater and solid waste. The department's overall vision is to work with King County residents and businesses to sustain a livable, clean, and healthy environment for current and future generations.

Recycling and Environmental Services (RES) programs are a key component of King County's Comprehensive Solid Waste Management Plan and the Local Hazardous Waste Management Program in King County (LHWMP). RES programs help protect the environment, conserve natural resources and divert materials from King County's solid waste, wastewater, and storm water systems.

The Local Hazardous Waste Management Program mission is to protect and enhance public health and environmental quality in King County by reducing the threat posed by the production, use, storage and disposal of hazardous materials.

As a guiding principal in its solid waste business plan, the Division has committed to **Zero Waste of Resources 2030**. This means that materials that have economic value should not be disposed, but rather reused or recycled. An estimated 58% of the waste materials disposed at transfer stations have economic value, recycling markets, and infrastructure in place.

Over the past fifteen years the Division has greatly enhanced its solid and hazardous waste recycling and re-use programs. Through King County's residential hazardous waste programs and recycling collection events, more than 13,434 tons of hazardous waste and more than 14,000 tons of recyclable household items have been diverted from landfills, sewers, storm drains, and groundwater. The County's successes have been achieved through the combined efforts of the Division's RES programs, the regional agencies supporting the LHWMP, consultants, private recycling firms, businesses, residents, and suburban cities' resource conservation programs.

In 1996 the County Council directed the division to “divert as much material as possible from disposal in a manner which reduces the overall costs of solid waste management to County residents and businesses, conserves resources, protects the environment, and strengthens the County’s economy.” All programs developed by the Division strive to fulfill this mission.

To achieve the mission, the Division must continue to implement projects in partnership with media organizations, retailers, manufacturers, and other public agencies. Many of the RES projects have been regional in scope, requiring alliances with the City of Seattle and other King County cities, as well as agencies in other cities and counties. Continuing this focus on partnerships is an important element of this contract.

### **PART 3 – SCOPE OF WORK**

The RES programs that are the subject of this RFP are intended to provide information to King County residents and businesses about waste minimization, waste reduction and disposal choices for hazardous and solid waste and illegal dumping. The team’s objectives are to analyze the lifecycle of products and materials to see if they need to be generated in the first place and to develop alternatives to disposal for each of the identified products/materials in an attempt to minimize their impact upon the environment at the least cost to the county.

The programs pertaining to this contract are described below as they currently exist, and as they are envisioned for 2007. Other projects related to the programs described herein may be added to the resulting contract as opportunities arise for furthering the mission of the Division. While graphic design and printing shall be done by County staff and print shop whenever possible, it should be understood that the consultant may be asked to provide these services for any or all of the tasks that follow if County services are unavailable. In this case, supplemental funding will be added to the task.

For all tasks the consultant shall be expected to communicate with the consultant’s team and County staff regarding administrative and program issues, and to provide schedules and completion dates of program tasks, monthly progress reports, and a monthly invoice. Different Solid Waste Division (SWD) staff manage the individual tasks, and although they operate independently, the consultant shall be expected to identify, coordinate and integrate any opportunities for cross promotion. Invoices will be provided in a format approved by the County that includes tracking by sub-task as well as by sub consultant, and includes overhead and profit for each staff person.

### **PART 4 - TIME OF PERFORMANCE**

#### **A. Time of Performance**

It is the County’s intent to have the initial contract run from January 1, 2007 through December 31, 2007.

The County reserves the right to extend the contract for two additional one year terms to continue performing the same or similar work. Annual extensions shall depend, in part, on the quality of work performed to date, the need for continuing services, and the availability of funds.

### **PART 5 - BUDGET**

**Note: Contract award is subject to the King County Council’s approval of the Division’s 2007 budget request and appropriation of the project funds.**

The budget for this contract is \$776,150. The amount and availability of funds for any subsequent year is dependent on approval of the annual budget by the County Council.

#### **A. Cost-Price Analysis**

Negotiation of a contract will be in conformance with applicable federal, state and local laws, regulations and procedures. The objective of the negotiations will be to reach agreement on all provisions of the proposed contract. To assist in the negotiations, the County will prepare a draft contract for review by the selected firm(s).

As a part of the negotiation process, the Consultant will be requested to submit current cost and pricing data unless the County, in its sole determination, has sufficient information to determine price

reasonableness or cost realism. The submittal of cost and pricing data the County may request will consist of support documentation for proposed cost elements which may include but is not limited to audited reports, indirect cost rate information, payroll register records, and billing statements.

The County may request specific details/elements of costs (e.g. overhead, direct labor, other direct costs, and fee) in a fee proposal to be prepared by the Consultant. King County will direct the Consultant as to the appropriate format by which the details/element costs will be presented. Once the fee proposal is approved by King County, it shall be made an attachment to the contract and incorporated therein.

King County Solid Waste Division policy states that Consultants shall not markup sub-consultant costs and Other Direct Costs (ODCs).

## **PART 6 – MINIMUM QUALIFICATIONS**

The consultant or consulting team shall demonstrate expertise in the areas of marketing, advertising, public relations, and environmental education. The consultant shall also demonstrate strong experience in designing public/private partnerships, particularly with retailers, manufacturers, and media outlets. The team shall demonstrate expertise in direct mail campaigns. The consultant shall demonstrate support services in the areas of design, graphics, and media relations. Finally, the consultant shall demonstrate sufficient staff experience in providing environmental education to the public.

## **PART 7 – DESIRED QUALIFICATIONS**

Additional desired qualifications include experience with product stewardship programs whereby the consultant works with all parties that have the ability to minimize the product's environmental impact throughout all stages of the products' life cycle. This includes experience designing and facilitating the implementation of product stewardship programs. Experience working with retailers - both local and national, product manufacturers, distributors, and other government agencies to garner their support and involvement in product stewardship programs is desired. Other skills include knowledge of the retail industry, logistics, logistics management, freight, transportation, supply chain management, warehousing, distribution, maintenance, manufacturing, management, mathematics, and business operations.

## **PART 8 - PROPOSAL REQUIREMENTS**

The response to this proposal shall be limited to 20 pages of text (ten double-sided pages of paper) printed on recycled paper in eleven-point or larger font. The cover letter, table of contents, organizational charts, resumes and appendices are not included in the 20-page limit. The following items shall be included in this order:

- A. Cover letter** – the cover letter shall reference this RFP document by title and number, and include the name and phone number of a contact person.
- B. Table of Contents** – All pages in the proposal, including resumes and appendices, shall be numbered in a table of contents.
- C. Organization, Qualifications, Related Experience, and Approach to scope of work**

### **1. Organization and Qualifications**

Provide a description of the proposed team and include the following information:

- a. The principal officer and the personnel to be assigned work on this project, including sub consultant(s) if they shall be used. Include one or two paragraphs about each team member (including sub consultants) describing their responsibilities, their areas of expertise and how they shall contribute to the project.
- b. An organizational chart for the entire team and resumes for all personnel assigned to work on this project. The resumes shall list professional experiences in chronological order with dates (include resumes in appendices).



- c. Include the number of years your organization and individual team members have been providing services applicable to this RFP. Include a description of the team's past experience working together.
- d. Describe how your team's project management style shall ensure that the work is performed effectively, on time and within budget.
- e. Describe the factors your team considers essential to forming a successful client-agency relationship.

## **2. Related Experience**

Describe at least three projects that the team members have undertaken to change behavior on an issue and to effectively publicize issues and activities to a large, diverse audience.

One project should demonstrate where team members have publicized collection or education activities with variable schedules to targeted audiences.

At least one example should include the use of private sector sponsorships with businesses such as retailers or manufacturers and/or a product stewardship approach to solving a waste management problem.

Other good examples would include projects that pertain to environmental issues and those that demonstrate work done for public agencies.

For each project, include the following information:

- a. Provide the name of the client, name of the project manager, project manager's telephone number, the contract start date and completion date, actual contract completion date and project budget. List the personnel included on the team, their title, a description of their role on the contract, and whether the firm acted as prime consultant or sub-consultant.
- b. Provide a brief description of the project, its objectives and a description of the program and/or marketing campaign strategy. If private sector sponsorships were used, describe how they were secured, what their contributions were, and the monetary value of their contributions to the campaign. Also describe the role of any other public sector partners.
- c. For each project, include samples of materials developed by the personnel proposed to work on this contract. Label all collateral materials with the project title, client name, the team member who did the work and a description of the work they performed (include the samples in the appendices).
- d. Describe how the campaign was evaluated to determine its effectiveness in meeting the project objectives. Describe any changes in behavior, and how you measured them.

## **3. Approach to the Scope of Work**

In this section, the proposer shall provide its vision for carrying out the programs described in this RFP. The proposal shall address the following:

- a. Describe the coordination you propose for the programs outlined in this RFP.  
Describe any connections between the programs and how you propose to create a cohesive approach to our various audiences.
- b. For each project listed in the scope of work, discuss your vision for that project, and your recommendations for the project's approach and work products. Include a list of the people that would work on the project, their roles and how their skills and experience would contribute to the success of the project.
- c. Where applicable, discuss the methods you would use to obtain support from the private sector and/or coordinate with other public sector organizations to achieve an effective program or marketing campaign and efficient use of funds.

- d. Include a timeline for each program, including any recommendations you have for beyond 2007.
- e. Include the methodology your team would use to evaluate the programs to determine if they had increased awareness. Provide examples of how this methodology has been used in other campaigns or programs that your firm has conducted.

#### **4. Cost**

For each of the projects in the scope of work, provide a detailed cost estimate by subtask, showing number of hours, hourly salary rate (if applies), hourly billing rate (if smaller firm, usually under 15 employees) or labor category rates (if they apply).

### **PART 9 - Consultant Selection Process**

#### **A. General Approach**

Respondents to this RFP shall be rated according to the criteria set forth below. This may result in a short list of highest-rated firms. King County reserves the right to request additional information from the short-listed consultants at an oral interview or by other means. The selected firm will be the highest ranked firm based on the evaluation criteria as adjusted by the interview, if conducted. King County reserves the right to award no contract under this RFP and to reduce or increase tasks and dollar amounts allocated to each project.

#### **B. Evaluation Criteria**

Each responsive proposal will be evaluated and given a score based upon the quality of response to each of the following topic areas.

##### **1. Organization and management approach - 10 points**

The consultant shall be rated upon the completeness of the proposal, composition of the team, the responsibilities and skills of each team member and the appropriateness of the team related to the scope of work. The team shall demonstrate experience working together and be organized to ensure efficient and effective delivery of work products. The team shall demonstrate understanding of appropriate client/agency relationship.

##### **2. Qualifications and Relevant Experience – 25 points**

The proposers shall be rated on whether they meet the minimum and desired qualifications in Parts six and seven. They will be rated on their experience working with environmental issues, the past professional experience of team members and the professional quality of the work samples. Proposers also will be rated on their experience and ability to coordinate a program of similar size and budget to this RFP, which includes multiple projects. The consultant shall demonstrate ability to produce an effective program and public education campaign using public/private partnerships whenever appropriate, and an ability to effectively measure the results (effects) of the campaign.

##### **3. Approach to Scope of Work - 35 points**

- a. The proposal shall demonstrate an understanding of the goals of the programs and the responsibilities of the consultant team. Proposals will be evaluated on their creativity and ability to convey the intended program messages to the audiences indicated in the scope of work. Proposals that present alternative approaches or work products to those set forth in the RFP will not be penalized as long as the basic RFP requirements are met and the criteria for evaluation remain applicable. - 25 points
- b. Program Evaluation Methodology - the proposed evaluation methodology shall be feasible, practical, easy to implement, and seek to measure changes in behavior, rather than just awareness, whenever possible. The proposal shall demonstrate experience in establishing evaluation methods and achieving measurable results from media and public education campaigns. - 10 points

**4. Cost Estimates – 30 points**

Proposals shall describe the proposer's budget by task for this project, employees assigned to each task (where known), their labor categories (if applicable), hourly rates for each labor category (including all overhead and profit), and the number of hours to be spent on each task by each employee and each labor category.

**5. SEDB Evaluation points (see PART 9 below) - 10 points****Total Available for Written Proposal- 110 Points****C. Oral Interviews (if necessary)**

Oral interviews shall be scored on the following criteria:

**1. Creativity - 25 points**

The consultants shall be rated on their approach to a public education campaign, the appropriateness of the message for the target audience, and the proposed use of communications strategies.

**2. General presentation - 25 points**

The project team shall be rated on their ability to respond to questions, the level of knowledge about the topic and the appropriateness of response.

**Total points available for Oral Interview – 50 points****Overall total points available – 160 points****D. Estimated Schedule – Some dates are approximate and subject to change.**

- RFP Issued..... September 7, 2006
- Pre-proposal meeting – 10:00 a.m. .... September 19, 2006
- Written Questions Due, Close of Business ..... September 20, 2006
- Addendum Issued, if needed..... September 22, 2006
- Proposals Due..... September 28, 2006
- Select and Notify Short List..... October 10, 2006
- Interviews (optional) ..... October 12, 2006
- Final Selection..... October 16, 2006
- Begin Contract Negotiation ..... October 19, 2006
- Final Contract Signed..... November 22, 2006
- Begin Project Implementation ..... January 1, 2007

**E. Contract Terms**

King County will not be bound by prices contained in an invoice that are higher than those in the currently approved price list. If prior acceptance of the higher price has not been done by King County, the invoice may be rejected and returned to the contractor for a correct invoice.

**Contract terms it for pricing and rates****1. General**

- a. The Profit rate for Solid Waste Division RES contracts shall not exceed 10%. The same profit rate applies to the consultant and each sub consultant.
- b. Labor rate adjustments are limited to once a year. Labor rates for the following year (should a contract be extended) will usually be negotiated in November-December.

- c. Labor rate adjustments for the following calendar year or made during the course of the following year, are limited to the percentage difference in the Consumer Price Index (CPI) for the local Seattle-Bremerton-Tacoma area, based on All Urban Consumers for the first six months of the current year versus the first six months of the previous year, plus no more than 2%. Exceptions may be granted in rare instances.
- d. Promotions are limited to once a year subject to approval by the Solid Waste Division, but shall neither increase contract costs nor decrease the scope of work to be performed by the Consultant. Promotions shall take place at the same time each year, generally at the time of the annual labor rate adjustments.
- e. All consultants and sub consultants have the option of using the direct salary and overhead pricing (Section B) versus labor category (Section C). Small firms (usually fewer than 15 employees) have the additional option of using individual billing rate pricing, as described in Section D.

## **2. Direct Salary and Overhead Pricing**

- a. Allowable overhead shall be established at the beginning of the contract. The overhead rate shall not change for the duration of the contract and any extensions thereto. Overhead rates are subject to negotiation and audit.
- b. Individual salary information shall be provided at the beginning of the contract, or whenever a new employee is added to the contract. Salary data are subject to audit and review throughout the contract period.
- c. Consultant and sub-consultant shall invoice labor based on individual salaries plus overhead (cost) plus profit (percent of cost) method.

## **3. Labor Category Pricing**

- a. Categories shall be developed based on minimum qualifications and responsibilities for each category level. Category rates used in the contract shall approximate the average salaries of individuals within each classification, plus overhead and profit.
- b. Overhead shall be negotiated at the beginning of the contract, unless the consultant or sub consultant has an established overhead rate under an existing Solid Waste Division contract. In such cases, the established overhead rate shall apply and shall be subject to review and re-negotiation every three years. Overhead rates are subject to audit.
- c. Salary information for each person who may work on the contract, along with the overhead rate and profit, may be requested to initially establish category rates, whenever a new employee is added to the contract, and to audit established category rates. Salary data are subject to audit and review throughout the contract duration.
- d. The same labor category rates shall apply to all Solid Waste Division contracts held by the firm.
- e. Employees may be granted a raise to a higher category once per year and subject to prior approval by King County. Consultant staff moved between categories must be assigned work appropriate to that category.

## **4. Individual Billing Rates**

- a. The Individual Billing Rates method is appropriate for small firms with no accounting system in place that identifies direct and indirect costs separately. A firm's approved billing rates for the year will be used for that year for all new contracts and all amendments, whether the firm is prime or sub consultant.
- b. Individual Billing Rates are negotiated based on market analysis. The firm shall provide information as requested on the qualifications, experience, and salary of the firm's employees to assist in conducting a market analysis of proposed billing rates.

## 5. Markup

King County Solid Waste Division policy prohibits Consultant markup on Sub consultant costs and on Other Direct Costs (ODCs).

## PART 10 – King County Contracting Opportunities Program

The purpose of the King County Contracting Opportunities Program is to maximize the participation of Small Economically Disadvantaged Businesses (SEDB) through the use of rating points in the award of King County competitively bid contracts for the acquisition of technical services. The program is open to all firms that are certified as an SEDB by King County's Business Development and Contract Compliance Office.

A "Small Economically Disadvantaged Business" (SEDB) means that a business and the person or persons who own and control it are in a financial condition, which puts the business at a substantial disadvantage in attempting to compete for public contracts. The relevant financial condition for eligibility under the Program is set at fifty percent (50%) of the Federal Small Business Administration (SBA) small business size standards using the North American Industrial Classification System (NAICS), and an Owners' Personal Net Worth less than \$750K dollars.

A "Certified Firm" means a business that has applied for participation in King County's Contracting Opportunities Program, and has been certified as an SEDB by the King County Business Development and Contract Compliance (BDCC) office. Information about becoming a Certified Firm, as well as a list of Certified Firms, may be obtained by visiting the King County's Contracting Opportunities Program Website address: <http://www.metrokc.gov/exec/bred/bdcc/prog/kccontractopp.htm> or contacting the BDCC office at (206) 205-0711.

In the evaluation of proposals, ten points will be allotted for SEDB participation. King County will count only the participation of SEDBs that are certified by King County at the date and time of proposal submittal. After tabulation of the selection criteria points of all prime submitters, ten (10) points shall be added to the score of all proposals that meet at least one of the two following sub-criterion:

1. If the Prime submitter is a SEDB firm that anticipates performing work for the entire contract unassisted and includes the SEDB certification number on page one of this submittal.
2. If the Prime submitter is not an SEDB but will use SEDBs for at least 5% of the total contract labor hours in the work to be performed in this contract, and who complete the following table and include it in their proposal submission:

SEDB Certification Number	Sub-Consultant Name	Contact Name / Phone	Work to be performed	Percentage of Total Hours

SEDB participation shall be counted only for SEDBs performing a commercially useful function according to custom and practice in the industry. A commercially useful function is defined as a specific scope of work for which the SEDB has the management and technical expertise to perform using its own workforce and resources.

### SECTION III - NONDISCRIMINATION AND AFFIRMATIVE ACTION

If a contract is awarded from this Request for Proposal, it will contain the following contract language:

#### PART 1: NON-DISCRIMINATION

- A. King County Code Chapters 12.16, 12.17 and 12.18 are incorporated by reference as if fully set forth herein and such requirements apply to this Contract; provided however, that no specific levels of utilization of minorities and women in the workforce of the Consultant shall be required, and the Consultant is not required to grant any preferential treatment on the basis of race, sex, color, ethnicity or national origin in its employment practices; and provided further that, notwithstanding the foregoing, any affirmative action requirements set forth in any federal regulations, statutes or rules included or referenced in the contract documents shall continue to apply.
- B. During the performance of this Contract, neither the Consultant nor any party subcontracting under the authority of this Contract shall discriminate nor tolerate harassment on the basis of race, color, sex, religion, nationality, creed, marital status, sexual orientation, age, or the presence of any sensory, mental, or physical disability in the employment or application for employment or in the administration or delivery of services or any other benefits under this Contract.
- C. The Consultant shall, prior to the commencement of the work and during the term of this Contract, furnish the County, upon request and on such forms as may be provided by the County, a report of the affirmative action taken by the Consultant in implementing the terms of this section. The Consultant will permit access by the County to the Consultant's records of employment, employment advertisements, application forms, other pertinent data and records related to this Contract for the purpose of monitoring and investigation to determine compliance with these requirements.
- D. The Consultant shall implement and carry out the obligations contained in its Affidavit and Certificate of Compliance regarding equal employment opportunity. Failure to implement and carry out such obligations in good faith may be considered by the County as a material breach of this Contract and grounds for withholding payment and/or termination of the Contract and dismissal of the Consultant.
- E. The Consultant shall comply fully with all applicable federal, state and local laws, ordinances, executive orders and regulations that prohibit such discrimination. These laws include, but are not limited to, RCW Chapter 49.60 and Titles VI and VII of the Civil Rights Act of 1964.
- F. During the performance of this Contract, neither the Consultant nor any party subcontracting under the authority of this Contract shall engage in unfair employment practices. It is an unfair employment practice for any:
  - 1. Employer or labor organization to discriminate against any person with respect to referral, hiring, tenure, promotion, terms, conditions, wages or other privileges of employment;
  - 2. Employment agency or labor organization to discriminate against any person with respect to membership rights and privileges, admission to or participation in any guidance program, apprenticeship training program, or other occupational training program;
  - 3. Employer, employment agency, or labor organization to print, circulate, or cause to be printed, published or circulated, any statement, advertisement, or publication relating to employment or membership, or to use any form of application thereof, which indicates any discrimination unless based upon a bona fide occupation qualification;
  - 4. Employment agency to discriminate against any person with respect to any reference for employment or assignment to a particular job classification;
  - 5. Employer, employment agency or a labor organization to retaliate against any person because this person has opposed any practice forbidden by KCC Chapter 12.18 or because that person has made a charge, testified or assisted in any manner in any investigation, proceeding or hearing initiated under the provisions of KCC Chapter 12.18;
  - 6. Publisher, firm, corporation, organization or association printing, publishing or circulating any newspaper, magazine or other written publication to print or cause to be printed or circulated any

advertisement with knowledge that the same is in violation of KCC Chapter 12.18.030C., or to segregate and separately designate advertisements as applying only to men and women unless such discrimination is reasonably necessary to the normal operation of the particular business, enterprise or employment, unless based upon a bona fide occupational qualification; and/or

7. Employer to prohibit any person from speaking in a language other than English in the workplace unless:
  - a. The employer can show that requiring that employees speak English at certain times is justified by business necessity, and
  - b. The employer informs employees of the requirement and the consequences of violating the rule.

## **PART 2: REQUIRED SUBMITTALS**

- A. All Consultants entering into a contract or agreement with King County valued at \$25,000 or more shall, after the proposer receives written notice of selection, submit the following:
  1. A Personnel Inventory Report on the form provided by the County.
  2. An Affidavit of Compliance demonstrating the Consultant's commitment to comply with the provisions of KCC Chapter 12.16.
  3. A Sworn Statement of Compliance with 12.16 from any labor union or employee referral agency that refers workers or employees or provides or supervises training programs from whom the Consultant obtains employees.
- B. The County will not execute any agreement or contract without prior receipt of fully executed forms listed in subparagraph A above.
- C. Assistance with the requirements of this Section and copies of Chapters 12.16, 12.17 and 12.18 are available from the Business Development & Contract Compliance (BDCC) Section, phone (206) 205-0700.

## **PART 3: NONDISCRIMINATION IN SUBCONTRACTING PRACTICES**

- A. Compliance with Initiative 200. In accordance with the provisions of Washington Initiative 200, no County Minority and Women Business (M/WBE) utilization requirements shall apply to this Contract. No minimum level of M/WBE sub-consultant participation or purchase from M/WBE certified vendors is required and no preference will be given by the County to a bidder or Proposer for their M/WBE utilization or M/WBE status. Provided, however, that any affirmative action requirements set forth in any federal regulations or statutes included or referenced in the Contract documents will continue to apply.
- B. Non-Discrimination. During the term of this Contract, the Consultant shall not create barriers to open and fair opportunities to participate in County contracts or to obtain or compete for contracts and subcontracts as sources of supplies, equipment, construction and services. In considering offers from and doing business with sub-consultants and suppliers, the Consultant shall not discriminate against any person on the basis of race, color, creed, religion, sex, age, nationality, marital status, sexual orientation or the presence of any mental or physical disability in an otherwise qualified disabled person.

During the performance of work performed under any Agreement resulting from this RFP, neither the consultant nor any party subcontracting under the authority of the agreement shall discriminate or engage in unfair contracting practices prohibited by K.C.C. 12.17.

- C. Record-Keeping Requirements. The Consultant shall maintain, for at least 6 years after completion of all work under this contract, records and information necessary to document its level of utilization of M/WBEs and other businesses as sub-consultants and suppliers in this contract and in its overall public and private business activities for the same period. The Consultant shall also maintain, for at least 6 years after completion of all work under this contract, all written quotes, bids, estimates or proposals submitted to the Consultant by all businesses seeking to participate on this Contract. Consultant shall make such documents available to the County for inspection and copying upon request. If this contract involves

federal funds, Consultant shall comply with all record keeping requirements set forth in any federal rules, regulations or statutes included or referenced in the contract documents.

D. Open Competitive Opportunities. King County encourages the utilization of minority owned businesses ("MBEs") and women-owned businesses ("WBEs")(collectively, "M/WBEs") in County contracts. The County encourages the following practices to promote open competitive opportunities for small businesses including M/WBEs:

1. Attending a pre-bid or pre-solicitation conference, if scheduled by the County, to provide project information and to inform M/WBEs and other firms of contracting and subcontracting opportunities.
2. Placing all qualified small businesses attempting to do business in King County, including M/WBEs, on solicitation lists, and providing written notice of subcontracting opportunities to M/WBEs and all other small businesses capable of performing the work, including without limitation all businesses on any list provided by the County, in sufficient time to allow such businesses to respond to the written solicitations.
3. Breaking down total requirements into smaller tasks or quantities, where economically feasible, in order to permit maximum participation by small businesses including M/WBEs.
4. Establishing delivery schedules, where the requirements of this contract permit, that encourage participation by small businesses, including M/WBEs.
5. Providing small businesses including M/WBEs that express interest with adequate and timely information about plans, specifications, and requirements of the contract.
6. Utilizing the services of available community organizations, Consultant groups, local assistance offices, the County, and other organizations that provide assistance in the recruitment and placement of small businesses including M/WBEs.

Further, the County encourages small businesses, including M/WBEs, to participate in the following practices to promote open competitive opportunities:

1. Attending a pre-bid or pre-solicitation conference, if scheduled by the County, to receive project information and to inform prime bidders/proposers of contracting and subcontracting capabilities.
2. Requesting placement on solicitation lists, and receipt of written notice of subcontracting opportunities.
3. Utilizing the services of available community organizations, Consultant groups, local assistance offices, the County, and other organizations that provide assistance in the recruitment and placement of small businesses and M/WBEs.

E. Sanctions for Violations. Any violation of the mandatory requirements of the provisions of this Section shall be a material breach of contract for which the Consultant may be subject to damages and sanctions provided for by contract and by applicable law.

#### **PART 4: REQUIREMENTS DURING WORK**

##### **A. Site Visits**

King County may at any time visit the site of the work and the Consultant's office to review records related to actual utilization of and payments to subcontracting firms. The Consultant shall maintain sufficient records necessary to enable King County to review utilization of subcontracting firms. The Consultant shall provide every assistance requested by King County during such visits.

#### **PART 5: COMPLIANCE WITH SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED AND THE AMERICANS WITH DISABILITIES ACT OF 1990**

The Consultant shall complete a Disability Self-Evaluation Questionnaire for all programs and services offered by the Consultant (including any services not subject to this Contract) and shall evaluate its services, programs and employment practices for compliance with Section 504 of the Rehabilitation Act of 1973, as amended ("504"), and the Americans with Disabilities Act of 1990 ("ADA"). The Consultant shall complete a 504/ADA Disability Assurance of Compliance prior to execution of a contract.



## **SECTION IV - GENERAL CONTRACT REQUIREMENTS**

### **PART 1: TERMINATION CLAUSES**

- A. This Contract may be terminated by the County without cause, in whole or in part, upon providing the Consultant ten (10) calendar days' advance written notice of the termination.

If the Contract is terminated pursuant to this Section IV, paragraph A: (1) the County will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination; and (2) the Consultant shall be released from any obligation to provide further services pursuant to the Contract.

- B. The County may terminate this Contract, in whole or in part, upon five (5) calendar days' advance written notice in the event: (1) the Consultant materially breaches any duty, obligation, or services required pursuant to this Contract, or (2) the duties, obligations, or services required herein become impossible, illegal, or not feasible.

If the Contract is terminated by the County pursuant to this Subsection IV(B) (1), the Consultant shall be liable for damages, including any additional costs of procurement of similar services from another source.

If the termination results from acts or omissions of the Consultant, including but not limited to misappropriation, nonperformance of required services or fiscal mismanagement, the Consultant shall return to the County immediately any funds, misappropriated or unexpended, which have been paid to the Consultant by the County.

- C. If expected or actual funding is withdrawn, reduced or limited in any way prior to the termination date set forth above in Section II or in any amendment hereto, the County may, upon written notice to the Consultant, immediately terminate this Contract in whole or in part.

If the Contract is terminated pursuant to this Section IV, paragraph C: (1) the County will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination; and (2) the Consultant shall be released from any obligation to provide further services pursuant to the Contract.

Funding under this Contract beyond the current appropriation year is conditional upon appropriation by the County Council of sufficient funds to support the activities described in this Contract. Should such an appropriation not be approved, this contract will terminate at the close of the current appropriation year.

- D. Nothing herein shall limit, waive, or extinguish any right or remedy provided by this Contract or law that either party may have in the event that the obligations, terms and conditions set forth in this Contract are breached by the other party.

### **PART 2: INDEMNIFICATION AND HOLD HARMLESS**

- A. In providing services under this Contract, the Consultant is an independent contractor, and neither the Consultant nor its officers, agents or employees are an employee of the County for any purpose. The Consultant shall be responsible for all federal and/or state tax, industrial insurance, and Social Security liability that may result from the performance of and compensation for these services and shall make no claim of career service or civil service rights which may accrue to a County employee under state or local law.

The County assumes no responsibility for the payment of any compensation, wages, benefits or taxes to, or on behalf of, the Consultant, its employees or others by reason of this Contract. The Consultant shall protect, indemnify and save harmless the County, its officers, agents and employees from and against any and all claims, costs and/or losses whatsoever occurring or resulting from 1) the Consultant's failure to pay any such compensation, wages, benefits or taxes; and 2) the supplying to the Consultant of work, services, materials and/or supplies by Consultant employees or other suppliers in connection with the performance of this Contract.

- B. The Consultant further agrees that it is financially responsible for and shall repay the County all indicated amounts following an audit exception which occurs due to the negligence, intentional acts or failure for any reason to comply with the terms of this Contract by the Consultant, its officers, employees, agents and/or

representatives. This duty to repay the County shall not be diminished or extinguished by the prior termination of the Contract pursuant to the Duration of Contract, or the Termination section.

- C. The Consultant shall protect, defend, indemnify, and save harmless the County, [and the State of Washington (when any funds for this Contract are provided by the State of Washington)] their officers, employees, and agents from any and all costs, claims, judgments, and/or awards of damages, arising out of or in any way resulting from the negligent acts or omissions of the Consultant, its officers, employees, and/or agents. The Consultant agrees that its obligations under this subparagraph extend to any claim, demand and/or cause of action brought by or on behalf of any of its employees or agents. For this purpose, the Consultant by mutual negotiation, hereby waives, as respects the County only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. In the event that County incurs attorney fees and/or costs in the defense of claims, for damages within the scope of this section, such fees and costs shall be recoverable from the Consultant. In addition King County shall be entitled to recover from the Consultant fees, and costs incurred to enforce the provisions of this section.

Claims shall include, but not be limited to, assertions that the use or transfer of any software, book, document, report, film, tape, or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, or otherwise results in unfair trade practice.

Nothing contained within this provision shall affect and/or alter the application of any other provision contained within this agreement.

### **PART 3: INSURANCE**

The selected Consultant shall furnish Commercial General Liability, to include Products and Completed Operations, in the amount of \$1,000,000 combined single limit; \$2,000,000 aggregate. In addition, evidence of Workers' Compensation and Stop-Gap Employer's Liability for a limit of \$1,000,000 shall be provided. Further, the selected consultant shall furnish Automobile Liability with a limit of \$1,000,000, and Professional Liability (including Media coverage) with a limit of \$1,000,000.

**Such policy/policies shall endorse King County, and its appointed and elected officials, officers, agents and employees as additional insureds.**

King County reserves the right to approve deductible/self-insured retention levels and the acceptability of insurers.

### **PART 4: CORRECTIVE ACTION**

If the County determines that a breach of contract has occurred, that is the Consultant has failed to comply with any terms or conditions of this Contract or the Consultant has failed to provide in any manner the work or services agreed to herein, and if the County deems said breach to warrant corrective action, the following sequential procedure will apply:

- A. The County will notify the Consultant in writing of the nature of the breach;
- B. The Consultant shall respond in writing within three (3) working days of its receipt of such notification, which response shall indicate the steps being taken to correct the specified deficiencies. The corrective action plan shall specify the proposed completion date for bringing the Contract into compliance, which date shall not be more than ten (10) days from the date of the Consultant's response; unless the County, at its sole discretion, specifies in writing an extension in the number of days to complete the corrective actions;
- C. The County will notify the Consultant in writing of the County's determination as to the sufficiency of the Consultant's corrective action plan. The determination of sufficiency of the Consultant's corrective plan shall be at the sole discretion of the County;
- D. In the event that the Consultant does not respond within the appropriate time with a corrective action plan, or the Consultant's corrective action plan is determined by the County to be insufficient, the County may commence termination of this Contract in whole or in part pursuant to Section IV.B;

- E. In addition, the County may withhold any payment owed the Consultant or prohibit the Consultant from incurring additional obligations of funds until the County is satisfied that corrective action has been taken or completed; and
- F. Nothing herein shall be deemed to affect or waive any rights the parties may have pursuant to Section IV, Termination Clauses, Subsections A, B, C, and D.

## **PART 5: ASSIGNMENT/SUBCONTRACTING**

- A. The Consultant shall not assign or subcontract any portion of this Contract or transfer or assign any claim arising pursuant to this Contract without the written consent of the County. Said consent must be sought in writing by the Consultant not less than fifteen (15) calendar days prior to the date of any proposed assignment.
- B. "Subcontract" shall mean any agreement between the Consultant and a Subcontractor or between Subcontractors that is based on this Contract, provided that the term "subcontract" does not include the purchase of (i) support services not related to the subject matter of this contract, or (ii) supplies.

## **SECTION V - ADDITIONAL INFORMATION & REQUIREMENTS**

- A. Non-Discrimination in Benefits to employees with Domestic Partners

King County's Equal Benefits (EB) Ordinance 14823 states that to be eligible for award of contracts at a cost of \$25,000.00 or more, firms must not discriminate in the provisions of employee benefits between employees with spouses, and employees with domestic partners. The successful Contractor, bidder or proposer shall be required to complete a Worksheet and Declaration form. Compliance with Ordinance 14823 is a mandatory condition for execution of a contract. The EB Compliance forms are available online at: <http://metrokc.gov/procurement/forms/eb.aspx>.

- B. Disclosure – Conflict of Interest

King County Code Chapter 3.04 is incorporated by reference as if fully set forth herein and the Consultant agrees to abide by all the conditions of said Chapter. Failure by the Consultant to comply with any requirements of this Chapter shall be a material breach of contract.

1. The Consultant covenants that no officer, employee, or agent of the County who exercises any functions or responsibilities in connection with the planning and implementation of the scope of services funded herein, or any other person who presently exercises any functions or responsibilities in connection with the planning and implementation of the scope of services funded herein shall have any personal financial interest, direct or indirect, in this Contract. The Consultant shall take appropriate steps to assure compliance with this provision.
2. If the Consultant violates the provisions of Section V (1) or does not disclose other interest required to be disclosed pursuant to King County Code Section 3.04.120, as amended, the County will not be liable for payment of services rendered pursuant to this Contract. Violation of this Section shall constitute a substantial breach of this Contract and grounds for termination pursuant to Section IV (B) above as well as any other right or remedy provided in this Contract or law.
3. The King County Board of Ethics maintains a website that provides information regarding King County ethics requirements. To review specific areas of the Code of Ethics that relate to contractors and vendors, follow this path: <http://www.metrokc.gov/ethics>, and access 1) The Code of Ethics, "Employee Code of Ethics 3.04", and 2) Advice and Guidance "Doing Business with Contractors, Vendors, Clients and Customers". Under "Employee Code of Ethics 3.04", there are two areas of the code that speak specifically to contractors: 3.04.060 B1 (attempting to secure preferential treatment) and 3.04.120 (disclosure of interests by consultants requirement). There are other sections under conflict of interest, 3.04.030 that are directed to employees and govern their relationships with contractors.

- C. Recycled/Recyclable Products

It is the policy of King County to use recycled materials to the maximum extent practicable (King County Code Chapter 10.16). Consultants able to supply products containing recycled materials that meet

performance requirements are encouraged to offer them in bids and proposals and to use them wherever possible in fulfillment of contracts.

The Consultant shall use recycled paper for the production of all printed and photocopied documents related to the fulfillment of this Contract and shall ensure that, whenever possible, the cover page of each document printed on recycled paper bears an imprint identifying it as recycled paper. If the cost of recycled paper is more than fifteen percent higher than the cost of non-recycled paper, the Consultant may notify the Contract Administrator, who may waive the recycled paper requirement. The Consultant shall use both sides of paper sheets for copying and printing and shall use recycled/recyclable products wherever practical in the fulfillment of this Contract.

**D. Proprietary Rights**

The parties to this Contract hereby mutually agree that if any patentable or copyrightable material or article should result from the work described herein, all rights accruing from such material or article shall be the sole property of the County. The foregoing shall not apply to existing training materials, consulting aids, check lists and other materials and documents of the Consultant which are modified for use in the performance of this Contract.

**E. Supported Employment Program**

King County encourages the creation of supported employment programs for developmentally and/or severely disabled individuals. The County itself has such a program and is actively seeking to do business with those contractors and consultants that share this employment approach. If your firm has such a program, or intends to develop such a program during the life of this contract, please submit documentation supporting this claim with your bid/proposal/qualifications. If you have questions, or need additional information, please contact Ray Jensen, Community & Human Services, Developmental Disabilities Division, (206) 296-5268 or the County's Business Development and Contract Compliance Section at (206) 205-0700.

**SECTION VI - MAINTENANCE OF RECORDS/AUDITS**

- A. The Consultant shall maintain, and shall require any sub-consultant to maintain, accounts and records, including personnel, property, financial and programmatic records and other such records as may be deemed necessary by the County to ensure proper accounting for all project funds and compliance with this Contract. All such records shall sufficiently and properly reflect all direct and indirect costs of any nature expended and services provided in the performance of this Contract. The Consultant shall make such documents available to the County for inspection, copying, and auditing upon request.
- B. All records referenced in subsection (A) shall be maintained for a period of six (6) years after completion of work or termination hereof unless permission to destroy them is granted by the Office of the Archivist in accordance with RCW Chapter 40.14, or unless a longer retention period is required by law.
- C. The Consultant shall provide access to its facilities, including those of any sub-consultant, to the County, the state and/or federal agencies or officials at all reasonable times in order to monitor and evaluate the services provided under this Contract. The County will give advance notice to the Consultant in the case of fiscal audits to be conducted by the County.
- D. The Consultant agrees to cooperate with the County or its designee in the evaluation of services provided under this Contract and to make available all information reasonably required by any such evaluation process. The results and records of said evaluation shall be maintained and disclosed in accordance with RCW Chapter 42.17.
- E. If the Consultant received a total of \$500,000.00 or more in federal financial assistance during its fiscal year from the County, and is a non-profit organization or institution of higher learning or a hospital affiliated with an institution of higher learning, and is, under this Contract, carrying out or administering a program or portion of a program, it shall have an independent audit conducted of its financial statement and condition, which shall comply with the requirements of GAAS (generally accepted auditing standards), GAO's Standards for Audits of Governmental Organizations, Programs, Activities, and Functions and OMB Circulars A-

133 and A-128, as amended and as applicable. Consultants receiving federal funds from more than one County Department or Division shall be responsible for determining of the combined financial assistance is equal or greater than \$500,000.00. The Consultant shall provide one copy of the audit report to each County division providing federal financial assistance to the Consultant no later than six (6) months subsequent to the end of the Consultant's fiscal year.

## SECTION VII – REQUIRED FORMS


The following completed forms will be required from the selected contractor, prior to contract award:

- A. King County Personnel Inventory Report
- B. Affidavit and Certificate of Compliance with King County Code 12.16
- C. Statement of Compliance - Union or Employee Referral Agency Statement (if applicable)
- D. King County Code 3.04.120 and Consultant Disclosure Form
- E. 504/ADA Disability Assurance of Compliance and Corrective Action Plan
- F. Equal Benefits Compliance Declaration Form

Copies of these forms are available by contacting the King County Procurement and Contract Services Division. They are available in paper form, or may be obtained via e-mail. Please contact Cathy Betts at 206-263-4267 or Roy L. Dodman at 206-263-4266, or by sending an e-mailed request to [cathy.betts@metrokc.gov](mailto:cathy.betts@metrokc.gov) or [roy.dodman@metrokc.gov](mailto:roy.dodman@metrokc.gov).

## SECTION VIII – BID PROPOSAL CHECKLIST

- A. One (1) signed copy of entire RFP package.
- B. One (1) signed copy of any Addendum that was issued. (If it has signature box at bottom of first page, it must be returned.)
- C. One (1) unbound copy of proposal response marked "Original."
- D. Four (4) copies of proposal response.
- E. Complete the Bid Identification Label below (or reasonable facsimile) and attach it to a prominent place on the exterior of the submission envelope, box, etc.

<b>U R G E N T – SEALED BID ENCLOSED</b> <b>Do Not Delay – Deliver Immediately</b>	
 <b>King County</b>	King County Procurement & Contract Services Section Exchange Building, 8 <sup>th</sup> Floor 821 2nd Ave., EXC-FI-0862 Seattle, WA 98104-1598
<b>Bid No.</b>	<b>RFP 146-06RLD</b>
<b>Bid Title</b>	<b>Solid Waste Division Recycling and Environmental Services Contract</b>
<b>Due Date</b>  <b>Vendor</b>	